

# EXHIBIT 2

JAGUAR CARS

DEALER AGREEMENT

This Agreement dated as of July 30, 2008 is made by and between Morris County Jaguar, L.L.C a New Jersey corporation d/b/a Madison Jaguar located at 275 Main Street, Madison, NJ 07940 (hereinafter referred to as the "Dealer") and Jaguar Land Rover North America, LLC with its principal place of business at 555 MacArthur Boulevard, Mahwah, New Jersey 07430-2327 (hereinafter referred to as the "Company").

PREAMBLE

The Company is the exclusive authorized distributor in the United States of the vehicles, parts and accessories manufactured and sold by Jaguar Cars Limited in the United Kingdom.

The Company and Dealer sell unique motorcars to discriminating buyers, who expect, and have a right to receive, products designed, engineered and manufactured to the most exacting standards and retail customer services unsurpassed in the luxury car industry. The Company and Dealer recognize that their success depends upon their ability to satisfy those expectations and commit to use their best efforts to supply products and services commensurate with such standards. The Company and Dealer acknowledge and agree that fulfillment of the terms and conditions of this Agreement are essential to the achievement of these goals.

The Company and Dealer also agree that successful functioning under this Agreement depends on their mutual cooperation, goodwill and fair dealing.

The broadest objective of this Agreement is to put the business relationship between the Company and Dealer on a basis where these principles guide both parties in their common effort to promote the sale of Jaguar Products and to achieve the highest possible level of customer satisfaction with those products and the authorized dealers who sell them.

APPOINTMENT OF DEALER

1. The Company hereby appoints the Dealer as a non-exclusive authorized dealer in Jaguar Products at the Dealership Facilities. The Dealer hereby accepts such appointment and assumes all of the duties, obligations and responsibilities of an authorized Jaguar dealer, as specified in this Agreement.
2. This Dealer Agreement and the "Dealer Agreement Standard Provisions" and any Exhibits thereto (the "Standard Provisions") (which Standard Provisions are expressly made a part of this Dealer Agreement, with the same force and effect as if set forth herein in full) contain the entire agreement between the parties hereto. Any amendment of this Agreement must be in writing and signed by an

Executive Officer of the company and a duly authorized officer of Dealer named in Paragraph 6 hereof. DEALER HEREBY ACKNOWLEDGES RECEIPT OF SAID STANDARD PROVISIONS AND THE EXHIBITS THERETO AND DECLARES THE PERSONS NAMED IN PARAGRAPH 6 HEREON HAVE EXAMINED THE TERMS AND CONDITIONS CONTAINED THEREIN AND ARE FULLY FAMILIAR WITH THEM.

3. Dealer shall not sell, assign or otherwise transfer, or attempt to sell, assign or otherwise transfer this Agreement or sell or transfer any right or delegate any duty, obligation or responsibility of Dealer hereunder. In the event Dealer desires to change ownership or management of Dealer or sell, assign or transfer all or substantially all of the assets used in its Jaguar Operations, Dealer shall do so only in accordance with the terms and conditions set forth in the Standard Provisions.
4. This Agreement is to be governed by, and construed in accordance with, the laws of the state in which Dealer is located. If any provision of this Agreement should be held invalid or unenforceable for any reason whatsoever or in violation of any law of the United States, the District of Columbia, or any state, this Agreement shall be considered divisible as to such provision; such provision shall be deemed deleted from this Agreement and the remainder of this Agreement shall be valid and binding as if such provision had not been included herein.
5. This Agreement supersedes all prior agreements, whether oral or written, between the parties hereto relative to the terms and conditions of Dealer's appointment to sell and service Jaguar Products (except any Performance Agreement(s) between the Company and Dealer that is/are expressly made a part hereof).
6. This Agreement has been entered into by the Company in reliance upon Dealer's representations that:

- A. The following person(s) has/have an ownership interest (whether direct or indirect) in Dealer:

<u>Name and Home Address</u>	<u>Percentage of Interest</u>	<u>Title</u>
Dennis Squitieri 104 Hudson Cove Edgewater, NJ 07020	100%	Managing Member

- B. The following person is hereby named the Dealer Operator, with full managerial authority and responsibility for the operations of Dealer:

<u>Name and Home Address</u>	<u>Percentage of Interest</u>	<u>Title</u>
Dennis Squitieri 104 Hudson Cove Edgewater, NJ 07020	100%	Managing Member

C. The following person(s) is/are Officers/Directors of Dealer and will actually and substantially participate in the management of Dealer:

<u>Name and Home Address</u>	<u>Percentage of Interest</u>	<u>Title</u>
Dennis Squitieri 104 Hudson Cove Edgewater, NJ 07020	100%	Managing Member

7. This Dealer Agreement and the appointment made under its provisions shall, unless sooner terminated for cause or by mutual consent, as provided for in the Standard Provisions, remain in force continuously commencing on July 30, 2008, provided however, that the Dealer agrees to enter into any revised or modified Agreement that the Company may hereafter, from time to time, offer to its authorized dealers.

8. This Agreement shall not be valid unless and until executed by an Executive Officer of the Company and by a duly authorized officer of Dealer named in paragraph 6 hereof.

Jaguar Land Rover North America, LLC

By Lee Maas Date: 7/30/08  
Lee Maas  
Vice President, Franchise Operations

Dealer: Morris County Jaguar, LLC d/b/a Madison Jaguar  
By Dennis Squitieri Date: 7/30/08  
Dennis Squitieri, Managing Member  
Morris County Jaguar, LLC